KOLAR DISTRICT.

Abstract Notification dated 25th June 1938.

The attention of the public is invited to the detailed notification calling for tenders for purchasing the lease for 1938-40 of the Seethapal produce in the several Taluks of the District published on pages 1077-1078, Part VI of the *Mysore Gazette*, dated 30th June 1938.

SALE OF FUEL COUPES.

Abstract Notification dated 21st June 1938.

The attention of the public is invited to the detailed notification of the sale of fuel coupes in several State Forests of the Kolar District, published on pages 1078-1081, Part VI of the *Mysore Gazette*, dated 30th June 1938.

H. V. RANGASWAMIENGAR,
District Forest Officer.

MYSORE DISTRICT.

Notification dated the 25th June 1938.

It is hereby notified for general information that the Security Deposit amounts of the following Savings Bank Account Pass Book holders are remaining undisbursed in the accounts of this office from a very long time.

2. Claimants, if any, are requested to appear in person and establish their claims to the satisfaction of the undersigned within three months from the date of publication of this notice failing which the amounts will lapse to Government.

Serial No.	Name	Designation	Pass Book No.	Amount	Name of the Treasury
				Rs. a. p.	
1	T. M. Masilamani Pillay	Forester (deceased)	1149	127 15 11	Nanjangud
2	M. Seshagiri Rao	Do	1004	1 14 11	Do
3	Chickkananjappa	Late License Vendor	206	6 6 2	Heggaddevankote
4	J. Hanumiah	Late Carting Contractor.	6332	97 6 9	Mysore District
5	Syed Mohadeen Sab	Do	3736	4 11 6	Do
6	Abdul Khader Sab	Late Contractor	1156	30 8 0	Nanjangud
7	B. Muniappa	Do	5429	7 12 8	Mysore District
8	Polur Abdul Majid	Do	41 C.S.B.	149 4 0	Do
9	Do	Do	6358	118 7 11	Do
10	Karim Sab	Do	298	3 14 3	Heggaddevankote

Notification dated 2nd July 1938.

The undermentioned quantities of timber will be sold by public auction by the District Forest Officer, Mysore District, or any other officer deputed by the District Forest Officer at 2 P.M., on the dates noted against each under the following conditions :—

Place of Sale and Name of Depot	Date of Sale	Teak	Honne	Nandi	Yettiga	Mathi	Bite			Teak Sizes	Bite Sizes	Honne Sizes	Teak Recpers	Remarks
							Particulars	No.	C.ft.					
1. Mysore Wood Yard.	25th July 1938.	C.ft. 20,000	C.ft. 2,500	C.ft. 340	C.ft. 400	C.ft. ..	Below 4' in girth.	77	795	C.ft. 1,890	C.ft. 38	C.ft. 32	R.ft. 482	More or less.
							4' to 4'-11"	105	1,790					
							5' to 5'-11"	50	1,271					
							6' to 6'-11"	19	659					
							7' to 7'-11"	9	376					
							8' to 8'-11"	1	41					
							Total ..	261	4,940					
2. Mysore Wood Yard (near Mysore South Railway Station).	26th July 1938.	..	..	..	..	6,000	....	..	..	..	..	..	..	More or less.

N.B.—If the sale is not concluded on the day notified, it will be continued and concluded on the next day.

Conditions.

1. Each bidder shall place a deposit of Rs. 200 with the officer conducting the sale but defaulters to the department will not be allowed to bid at the sales.

In the case of purchases not exceeding Rs. 200 in value, this initial deposit of Rs. 200 need not be insisted upon provided that the full purchase money is paid in cash on the spot.

2. Any person bidding at the sale may be required by the officer conducting the sale to state whether he is bidding on his own behalf or as an agent, and in the latter case, to produce a written authority duly signed by the principal.

3. Subject to the minima prices fixed in each case by the Chief Conservator of Forests (which will not be divulged), the highest bidder shall ordinarily be the purchaser, but the Officer conducting the sale can reject any bid or stop the sale at any stage without assigning any reason to the intending purchasers. Should any lot be disputed, it shall again be put up and sold.

4. Immediately after the lot is knocked down to him, the successful bidder shall sign his name opposite the number and specification of the lot bought by him in a book provided for the purpose. Such signature shall be held as admission on his part of having bought such lot and of having accepted the terms of the sale as herein specified. All sales of which the amount exceeds Rs. 1,000 in each case, are subject to the confirmation of the Conservator, and in other cases to that of the District Forest Officer, subject to the following conditions :—

(1) That the rate realised in a sale does not fall short of the average of the three previous sales by more than 5 per cent or is more than that realised at the previous sales.

(2) That the power of confirming sales up to the limit of Rs. 1,000 shall be exercised only in the case of timber.

(3) That the confirmation of sales is ordered by the District Forest Officers only after the payment of the full purchase money.

5. After conclusion of the sale, each purchaser will be furnished with a memo, showing the total value and the purchase made by him. Thereupon, each purchaser shall pay 10 per cent of the amount in cash to the officer conducting the sale and obtain in return from him a receipt vouching for the payment of the one-tenth value as well as the initial deposit of Rs. 200. Should any purchaser fail to comply with this rule, the initial deposit of Rs. 200 shall at once be forfeited to Government and the officer conducting the sale shall be at liberty to resell the timber purchased by such defaulter who shall be required to make good any loss, but shall not participate in any profit from such resale. The amount due by such defaulter on account of loss from resale shall be recovered from him as a revenue demand under Section 79 of the Mysore Forest Act. In calculating such losses, the initial deposit forfeited to Government shall not be taken into account.

In cases of resales for default of payment of value where no bidders are forthcoming, it will be open to the District Forest Officer to fix such price as may appear to him to be reasonable and to proceed for the recovery from the defaulter of the balance, if any, after deducting the price so fixed from the original sale amount. A registered notice should be issued to the defaulter intimating the price fixed by the District Forest Officer for the unsold wood and the amount still due from him which will be recovered as arrears of land revenue.

6. The deposits tendered by the unsuccessful bidders shall be returned immediately after the sales are concluded, those of the successful bidders being lodged in the Savings Bank as security deposit.

7. The full value of all timber purchased shall be paid for within 30 days after the date of sale or within 15 days after the date of notice of confirmation of the sale, whichever is later. In the case of purchasers of above Rs. 1,000 in value, the purchaser shall be permitted to pay up the balance of instalments of not less than Rs. 1,000 provided the full value is paid not later than the 15th May 1939. The money shall be paid into such treasury as the District Forest Officer may direct within the time specified.

8. If the amount is not fully paid for by the purchaser before the dates fixed above, the initial deposit as well as the other moneys already paid in shall be forfeited to Government and all or any portion of the timber not fully paid for shall be resold at the risk of the purchaser in the manner prescribed for default of payment of one-tenth value in clause 5 *supra*. Interest at 6¼ per cent per annum will be levied on all arrears of amounts which are permitted to be paid after the due date.

9. No timber lot shall be permitted to be removed by the purchaser unless it has been paid for in full, calculated at the rates at which the timber is knocked down to him at the time of sale, excluding the 10 per cent deposit paid for the lot at the time of the sale, and no timber shall be removed from the depot unless a permit is obtained from the Forest Officer in charge of the depot. The earnest money will not be adjusted towards the value of timber until 90 per cent of the purchase money over and above the security deposit has been paid.

10. Timber purchased should be removed as early as possible, and in no case should it be allowed to remain longer than 90 days after the dates fixed in clause 7 *supra*. Timber not removed after purchase will remain in the depot at the risk of the purchaser from the date of the confirmation of the sale.

11. If the timber is not removed within the time allowed, the same may, after ten days' notice to the purchaser, be sold in public auction and the proceeds will be given to the purchaser after defraying all the expenses in connection with the resale.

12. The deposit of Rs. 200 will remain as security for the due fulfilment of all and every one of the terms of sale, on the breach of any of which by the purchaser, the District Forest Officer shall be entitled to forfeit the deposit in whole or in part and in the event of such forfeiture, the sum so forfeited shall be immediately made good by the purchaser, so long as the transaction is not finally closed. The security deposit or the balance thereof, if any, shall be returned to the purchaser after the full value of timber purchased has been paid for and the timber fully removed.

K. REVANNA,
District Forest Officer.

BHADRAVATI DIVISION.

Notification dated 27th June 1938.

It is hereby notified for general information that the exclusive right of collecting the Honge seeds and leaves in the State Forest, Plantations, Amrit Mahal Kavals and reserved lands of the undermentioned Ranges pertaining to the jurisdiction of this division from 1st July 1938 up to the end of June 1940, will be sold by public auction by the undermentioned officers on the dates noted against them as detailed below :—

Name of Sub-Division	Name of Range	Date of sale	Place of sale	Officer conducting the sale
Narasimharajapura	Narasimharajapura Umblebyle	11-7-38	Sandal Koti, Chickmagalur.	District Forest Officer, Bhadravati.
Hebbe	Tadasa Hebbe Muthodi	Do	Do	Do

1. The sale will be conducted immediately after the sale of Minor Forest Produce.
2. Defaulters on account of previous lease will not be permitted to bid.
3. Intending bidders must be in possession of certificate from the Amildar of the taluk in which they reside, vouching for their solvency. No person will be allowed to bid in the absence of such certificate. The person who may be allowed to bid without such certificates must pay up full lease amount and cesses thereon at once after the sale.
4. No person will be allowed to bid unless he has deposited with the officer holding the sale a sum of Rs. 10, which must be deposited in the form of currency notes. The deposits of unsuccessful bidders will be returned immediately after the sale.
5. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder subject to the confirmation of the District Forest Officer or the Conservator of Forests, as the case may be, who at his discretion, may accept or reject the highest or any other bid without assigning any reason therefor.
6. The successful bidder shall, at the close of the sale, pay up one-fourth of the sale amount, together with the cesses on the entire sale inclusive of the initial deposit and shall further pay the balance of three-fourths of the sale amount within a week from the date of receipt of confirmation order. In default, the deposit will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser, who will be liable to make good any loss that may result to Government by it, but will not participate in any profit accruing therefrom. If the deficit be not paid, it will be recovered as a revenue demand ; interest at 6¼ per cent will be charged on all arrears of lease amount.

N.B.—This condition applies only to the contractors who produce solvency certificates.

7. If the sale is not confirmed, the amount will be refunded.
8. The accepted bidder shall execute an agreement within fifteen days of the intimation of the confirmation of the sale, binding himself to observe the conditions hereunder mentioned duly furnishing a security deposit equal to one-fourth of the sale amount if the total lease amount exceeds Rs. 100 in each case. In default, the acceptance of the bid will be revoked, the money already paid forfeited and the right resold.

Further conditions to be entered in the agreement—

(*a*) The lessee shall hold himself responsible for the cutting or injuring of any other trees on the plea of collecting the produce. The lessee shall be held personally responsible for the acts of his agents or servants.

(*b*) The lessee shall furnish a list of sub-contractors, agents or servants who may be appointed by him for the collection of the produce.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the District Forest Officer or the Conservator of Forests.

(*d*) The coolies employed by the lessee must take permission from the Range Officers before they enter State Forests.

(*e*) The lessee shall keep and render accounts every month to the District Forest Officer or Sub-Division Officer of the produce collected and removed by him or his agents during the month. His accounts will be liable for the inspection of the Conservator of Forests or the District Forest Officer or by any other officer deputed by either of them.

(*f*) The lessee, his agents or servants shall render all possible help in preventing the occurrence of fires in forests in which he or they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*g*) The lessee shall remove out of the limits of the forest all produce collected and sold under the terms of the lease before the close of the official year; each consignment should be covered by a pass obtained from the Range Officer.

(*h*) Neither the lessee nor his servants shall enter the State Forests either before sunrise or after sunset.

(*i*) The village amarayi produce is not included in the contract.

9. In the event of the breach of any of the above conditions, the lease will be liable to be cancelled and the lessee fined to the extent of Rs. 100 which will be recovered as an arrear of revenue demand.

M. G. VENKATA RAO,
District Forest Officer.

KADUR FOREST DIVISION.

Notification dated the 24th June 1938.

The Tangadi and Kakke Bark lessees of Kadur, Mudigere, Chikmagalur and Koppa Taluks for the years 1937-39 having failed to pay up the second khist amount due by them on the 5th June 1938, it is hereby notified that the above right will be resold at the risk of the original purchasers, by the Deputy Commissioner, Kadur District, or by an Assistant Commissioner deputed by him assisted by the District Forest Officer, Kadur Division, at the District Forest Office on 14th July 1938.

Other conditions of the resale will be read out at the time of auction.

M. A. MUTHANNA,
District Forest Officer.

ENGINEERING DEPARTMENT

TUMKUR DIVISION.

Abstract Notification dated 21st June 1938.

The attention of the public is drawn to the Notification, calling for tenders for the maintenance work to Kanathur Tank, Turuvekere Taluk, in page 1083, Part VI of the *Mysore Gazette*, dated 30th June 1938.

2. Tenders will be received by the Executive Engineer, Tumkur Division, up to 2 P.M. on 11th July 1938.

3. The earnest money of Rs. 140 should be credited to the Treasury and Treasury Challen should only be enclosed.

Notification dated 27th June 1938.

Notice is hereby given that sealed tenders will be received at the Office of the Executive Engineer, Tumkur Division, up to 2 P.M. on 25th July 1938, for maintenance work to Kadagathur Major Tank, Register No. 172, Madhugiri Taluk. An approximate estimate of quantities is given below. These quantities are not guaranteed. The work should be completed by the end of 1938.

2. The plans, detailed estimate and conditions may be seen at the Executive Engineer's Office at Tumkur, between the hours of 11 A.M. and 5 P.M.

3. Tenders should be submitted on printed forms which may be obtained from the Executive Engineer. The tenders should be accompanied by a statement in the form given below, showing the rates at which the different items specified will be executed.

4. Each tender must be accompanied by a deposit of Rs. 300 which should be credited to the Treasury and the treasury chellan only enclosed, as earnest money, and be superscribed "Tender for Maintenance work to Kadagathur Major Tank, Madhugiri Taluk" in default of which, tenders will be rejected.

5. The final acceptance of any tender will rest with the Executive Engineer, who does not bind himself to accept the lowest or any tender, or to assign any reason whatever for the rejection of any tender.